

Nonpoint Source Grant Administrative Guidelines

New Hampshire
Nonpoint Source Grants Program

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NH Department of Environmental Services
29 Hazen Drive, P.O. Box 95
Concord, NH 03301

NPS Grant Administrative Guidelines

Nonpoint Source Grants Program

March 26, 2013

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NPS Grant Administrative Guidelines

New Hampshire Nonpoint Source Grants Program
March 26, 2013

Purpose

Grantees conducting a Section 319 Nonpoint Source Watershed Assistance or Watershed Restoration Project are obliged to administer the project in accordance with the Grant Agreement. The Grant Agreement requires grantees to use these Guidelines to comply with reporting requirements.

These Guidelines: (1) detail reporting requirements, and (2) provide other information to help Grantees administer a NPS project to comply with the Grant Agreement. The Guidelines apply to all NPS grant projects.

NHDES Points of Contact

All hard copy (paper) documents should be submitted to the attention of the appropriate NHDES staff member, listed in the table below, to the following address:

Mailing Address

NH Department of Environmental Services
P.O. Box 95
Concord, NH 03302-0095

Street Address

NH Department of Environmental Services
29 Hazen Drive
Concord, NH 03302

Role	Name	Phone	Email address
Grant Assistant & Project Manager			
	Jeff Marcoux	603-271-8862	jeffrey.marcoux@des.nh.gov
Project Managers			
	Steve Landry	603-271-2969	stephen.landry@des.nh.gov
	Rob Livingston	603-271-3398	robert.livingston@des.nh.gov
	Jillian McCarthy	603-271-8475	jillian.mccarthy@des.nh.gov
	Barbara McMillan	603-271-7889 Concord 603-559-1517 Portsmouth	barbara.mcmillan@des.nh.gov
	Sally Soule	603-559-0032	sally.soule@des.nh.gov
	Wendy Waskin	603-271-8861	wendy.waskin@des.nh.gov
Program Manager			
	Eric Williams	603-271-2358	eric.williams@des.nh.gov

Section 1. Grantee Responsibilities

A. Grant Agreement

Grantees are obliged to administer the project in accordance with the Grant Agreement (Attachment A). The Grant Agreement describes Grantee responsibilities in 4 sections:

1. General Provisions
2. Exhibit A. Scope of Work
3. Exhibit B. Contract Price & Method of Payment
4. Exhibit C. Special Provisions

B. Summary of Grantee Responsibilities

This section is a summary of Grantee responsibilities for administering a Grant Agreement.

Use this document and the Grant Agreement, or contact the assigned NHDES Project Manager, for further information about Grantee responsibilities.

1. Conduct the project or program activities as described in the Scope of Work.
2. Conduct the project activities at the pace necessary to complete the project by the Completion Date established in Section 1.6 of the Grant Agreement General Provisions, and in accordance with the agreed upon project schedule in Section 15, Schedule & Budget, of the final project proposal.
3. Send all reports, correspondence, deliverables, invoices, etc. to the NHDES Grant Assistant. Contact the Grant Assistant for assistance with any questions.
4. Maintain an active cooperative working relationship with the NHDES Grant Assistant and assigned NHDES Project Manager. Keep NHDES staff assigned to the project informed of project activities. NHDES wants to help solve problems before they become unmanageable and be informed about activities that are particularly successful.
5. Notify NHDES as soon as possible if changes to the Scope of Work are needed to effectively conduct the project. Changes in the work are discussed in Section 7.
6. Prepare and submit the deliverables listed in the Scope of Work according to guidelines in Section 3. Deliverables are listed in the Scope of Work. Deliverables are key materials or products developed under the project that demonstrate work activity and/or outcomes.
7. Provide Reports to NHDES - Progress Reports, Final Project Report and other reports if specified in the Scope of Work. These Grant Administrative Guidelines provide detailed instructions for report preparation and handling.
8. Use these NPS Grant Administration Guidelines to help administer the Grant Agreement.
9. Organize / record match information (provider, activity, valuation, total value) as match is accumulated during the project to help ensure the match is adequately documented upon project completion. Contact the Grant Assistant or your Project Manager if you are unsure of any aspect of match calculation or recordkeeping.
10. Prepare Payment Request according to instructions in Section 9. Submit Requests for Payment to the NHDES Grant Assistant.
11. Maintain a financial management system to permit the tracing of funds to a level of expenditure adequate to establish that funds have been expensed on allowed activities and purposes under the Grant Agreement.
12. Follow applicable Federal Office of Management and Budget (OMB) cost principles, agency program regulations, and the terms of the Grant Agreement. Costs charged to the grant must be reasonable and allowable costs. Follow federal cost principles applicable to the type of organization (governments, Federal OMB Circular A-87; nonprofits, Circular A-122; or educational institution, Circular A-21). Grantees may not incur costs before the effective date of the Grant Agreement. Circulars are at <http://www.whitehouse.gov/omb/circulars>.
13. Submit an audit report to the Department if the Grantee receives more than \$500,000 in funds from all federal sources within a fiscal year. Refer to the Grant Agreement (Rider A) for more information.

14. Maintain all correspondence, documents, deliverables, payroll & accounting records and other materials pertaining to the Agreement. Allow inspection of pertinent documents by NHDES or other authorized representative of the State of New Hampshire or the federal government.

Section 2. NHDES Responsibilities

A. Project Monitoring

NHDES is responsible for monitoring the use of the grant award through site visits or other means to provide reasonable assurance that (1) project goals are achieved and (2) the Grantee administers the grant award in compliance with terms of the grant agreement. Monitoring activities normally occur throughout the year and may take various forms, such as:

Reporting - Reviewing performance reports and invoices submitted by the Grantee.

Site Visits - Performing site visits at the Grantee Office and in the field to observe operations, and review project and financial records.

Contact - Regular contacts with grantees and appropriate inquiries concerning program / project activities.

B. NHDES Grant Assistant and Project Managers

NHDES has a dedicated Grant Assistant who conducts the administrative tasks associated with the grant projects including drafting the Grant Agreements and associated documents, completing the Governor & Executive Council approval process, and tracking the projects using the Nonpoint Source Grants database. In addition, each project is assigned a staff person to serve as Project Manager and act as the NHDES representative (agency contact person) to help guide the project and monitor Grantee performance on the Grant Agreement. The NHDES Grant Assistant and Project Managers work together and with the Grantee to help ensure that work is carried out according to the scope of work by conducting site visits, reviewing deliverables, and helping to address any problems or questions. The following list highlights NHDES responsibilities for monitoring the Grant Agreement:

1. Provide or coordinate NHDES consultation to help the Grantee successfully implement the project scope of work and comply with the Grant Agreement.
2. Monitor the Grantee to provide reasonable assurance that the Grantee achieves project goals and administers the grant award in compliance with terms of the grant agreement.
3. Meet with the Grantee within 2 months of award notification to review the Grant Agreement, Scope of Work, and the NPS Grant Administrative Guidelines to help ensure the Grantee understands their responsibilities and is prepared to effectively administer the project.
4. Coordinate the necessary documents for approval of the Grant Agreement by the Governor and Executive Council.
5. Meet with the Grantee periodically at the NHDES offices, the Grantee Office, or in the field to observe / review project operations.
6. Go onsite in the field to observe the NPS sites treated (construction sites) using project funds and other relevant sites.
7. Receive, acknowledge, review and handle all submissions from Grantee in a timely manner including:
 - a. Progress Reports
 - b. Deliverables
 - c. Requests for Payment

- d. Match Documentation
 - e. Procurement Documentation
 - f. Final Project Report
8. If necessary prompt the Grantee to help ensure the project is proceeding as scheduled and Reports required by the Agreement are provided to NHDES.
 9. Document key contacts with a grantee (site visits, meetings etc.) in the NPS Grants Database for the NHDES project file to exhibit NHDES monitoring of the project.
 10. Maintain a project file containing relevant documentation materials. See Section 3. Documents and Records, below.
 11. Enter Pollutants Controlled Report (see Section 10) information into EPA's Grants Reporting and Tracking System (GRTS).
 12. Closeout the Grant Agreement.

C. NHDES Program Quality Assurance Coordinator

NHDES has a Quality Assurance (QA) Coordinator for the 319 Grant Program. It is the responsibility of the Program QA Coordinator to work with grantees to assist in development of quality assurance project plans (QAPPs) for projects that gather or use environmental data. The QA Coordinator is responsible for providing guidance documents and templates for QAPP development to grantees, reviewing QAPP drafts and providing comments to grantees, and acting as a liaison between the grantee and the NHDES Quality Assurance Manager, and the grantee and the EPA Region 1 Quality Assurance Unit. The QA Coordinator manages and tracks QAPPs in accordance with the *Standard Operating Procedure (SOP) for Quality Assurance Project Plan (QAPP) Review and Management for the Section 319 Watershed Assistance Grants and Nonpoint Source Program* (Attachment K)

D. Grantee & NHDES Cooperation.

Developing a good working relationship between the Grantee and the NHDES Grant Assistant and Project Managers is beneficial so that each understands the other's needs and duties. In some cases a Grantee and the NHDES staff may prefer to work closely together on many aspects of the project, such as training sessions, evaluating NPS sites, engaging stakeholders, and so on. At other times it may be preferable for NHDES to remain more distant, but still available to provide assistance upon request. The best approach should be determined on a case-by-case basis by the NHDES staff and the Grantee with the mutual goal being to implement the project as effectively as possible.

Section 3. Documents and Records

The Grantee is responsible for maintaining documents and records for their files. NHDES maintains project files, documents, and record through the following mechanisms.

A. Assignment of Project Number

When a project is selected for funding, it is assigned a unique project number according to the following convention:

Funding Source – Fiscal Year of Funding – Watershed – Proposal Rank

Funding Source (for projects funded with 2013 or earlier funds) /Project Type (for projects funded with 2014 or later funds):

Base

B

Incremental (Restoration) or Watershed Projects Program	R WP PG
Fiscal Year	YY (format)
Watershed	
Merrimack	M
Coastal	C
Connecticut	CT
Statewide	SW
Proposal Rank	XX (format)

For example, the 5th ranked project, funded with Base funds from fiscal year 2013 in the Merrimack Watershed, would have the following project number **B-13-M-05**.

B. Paper File Storage

The Grant Assistant creates a paper file for each project. The paper files are labeled with the project name, grantee organization, the account number and fiscal year of the funding source, and the project number. Paper files contain the grant proposal, grant agreement, invoices, pertinent correspondence, and work products. File folders are stored in file cabinets in the Watershed Assistance Section's office spaces. They are organized by funding source and watershed, in order of rank for each fiscal year. At a minimum, paper files are stored on-site until 3 years after completion of the project, at which point they can be archived. As physical storage space allows, paper copies of final reports and final work products are kept indefinitely. If physical storage space becomes unavailable, the paper copies of final reports and final work products will be scanned and stored electronically for a minimum of 7 years.

C. Electronic File Storage

The Grant Assistant creates an electronic file for each project. The electronic files are stored on the NHDES Watershed Management Bureau's network drive ("H" drive), which is backed up nightly. Files are organized by fiscal year of funding and the project number. The electronic file includes copies of the grant proposal, grant agreement, invoices, pertinent correspondence, and work products. Electronic project files are kept indefinitely. With the exception of the final, EPA-approved Quality Assurance Project Plan (QAPP) or site specific project plan (SSPP), all electronic QAPP files are purged from the network drive after the formal EPA approval.

D. Nonpoint Source Grants Database

All 319 projects are tracked using the NHDES Nonpoint Source Database (NPS grants database), a password protected, Oracle based database. The Grant Assistant enters new projects into the NPS grants database. The Grant Assistant, NHDES Project Managers, and the NHDES Program Manager have access to the database to query projects, enter project updates, run reports, and track project progress. Each NHDES staff member must log-in to the database with a unique username and password. The NPS grants database is linked to the NHDES OneStop website, where the public can access a summary of past and current 319 projects. The NPS grants database links to project documents, such as the grant agreement and final report, for quick access. When projects are completed, the project is marked as closed in the database with the date of completion.

Section 4. Project Deliverables

“Deliverables” are specific products or outcomes generated by the Grantee during a NPS project to document the completion of Performance Targets. Deliverables are clearly identified and listed in the Grant Agreement Scope of Work under each Performance Target. Deliverables, or documentation of deliverables, must be submitted, reviewed, and approved to complete a project and closeout a Grant Agreement. If needed, Grantees should review the deliverable with their NHDES Project Manager for acceptability prior to formally submitting a Deliverable to NHDES.

A. Submitting Deliverables

A “Deliverable” should be submitted to NHDES by the Grantee when it is completed. Do not wait until a Progress Report is due. Deliverables should be submitted as follows:

1. The Grantee sends an electronic copy, via email or CD/DVD of the final Deliverable or documentation of the Deliverable, directly to the NHDES Grant Assistant. Hard copies of the Deliverables will be submitted by the Grantee to NHDES upon request. The Grant Assistant will forward the Deliverable to the assigned Project Manager and to EPA upon request.

B. Labeling Deliverables

Deliverables must be clearly labeled with the appropriate Project ID number, the project title and the deliverable number from the Scope of Work. This is important so the grantee, NHDES, and EPA will readily recognize a Deliverable in the project file.

Example Label for a Deliverable:

Project #B-02-M-05 Dublin Lake Shoreline Erosion Control Project Deliverable #3

Section 5. Procurement

In some projects, a Grantee may need to purchase goods or services to conduct project activities. Procurement means obtaining or acquiring goods or services. Procurements with federal funds must be made on a competitive basis to ensure that fair and reasonable prices are obtained for goods and services. Grant recipients may use their own procurement procedures provided that the procedures conform to applicable federal law and standards as described in Code of Federal Regulations at 40CFR 31.36 <http://www.gpoaccess.gov/cfr/retrieve.html>. These regulations describe four procurement methods: small purchase procedures, sealed bids, competitive proposals, and noncompetitive proposals.

Procurements of less than \$100,000 may be conducted using small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, etc. Small purchase procedures require that price or rate quotations must be obtained from an adequate number of qualified sources. Standard practice is to document price or rate quotations from 3 or more qualified sources.

Procurements should be documented using the NHDES Procurement Documentation Form (Attachment E), which includes the vendor name, address, procurement summary, dollar amount, date of procurement, and whether the vendor is a minority or women owned business.

Section 6. Cost Sharing for BMP Construction

Many NPS projects work to prompt installation of BMPs to address identified pollution problems at NPS sites. Some NPS sites may require only technical assistance from the Grantee; and the landowner pays for all out-of-pocket costs associated with the construction. Other NPS projects involve cost sharing to

increase on-the-ground implementation of BMPs at NPS sites. Under cost sharing, a Grantee provides grant funds in the form of a cost share payment to a town or individual to share the cost of constructing Best Management Practices at a NPS site. In both cases, BMP installations should be completed with Grantee oversight and technical assistance.

A Grantee does cost sharing by entering into an agreement with the landowner to reimburse the landowner a portion of the cost of the construction of a BMP at a NPS site if the landowner constructs the BMP properly. Cost sharing, as described here, is not considered a procurement because the Grantee is not purchasing goods or services. If the Grantee directly purchases goods or services, then that is considered procurement. For information regarding procurement refer to Section 5.

A. Administering a Cost Sharing Program

The Grantee administers a cost-sharing program as a positive incentive to effectively prompt installation of BMPs at NPS sites. The Grantee determines: the types of NPS sites will be targeted for cost sharing; the eligible BMPs; the cost share percentage rate; providing information about availability of cost sharing; and uses an appropriate Cost Sharing Agreement.

The Grantee details the cost sharing arrangement in the form of a Cost Sharing Agreement with each landowner. Refer to Attachment F for a sample format for Cost Sharing Agreement between a Grantee and the cost sharing recipient. Usually the Grantee sets one uniform cost sharing rate for the NPS project, such as 50% or 75% of the cost of an eligible BMP installation. Grantees set the rate at a level to try to accomplish BMP implementation at as many important NPS sites as feasible.

Best Management Practices must comply with New Hampshire BMP Guidelines or Federal USDA Natural Resources Conservation Service (NRCS) standards and specifications such as the NRCS Field Office Technical Guide, or other recognized guidelines. Recipients of 319 cost sharing must agree to properly operate and maintain the BMP for its intended purpose for the conservation practice service life. The service life should be specified in the cost share agreement. The best way to determine the service life of a conservation practice (BMP) is to use the USDA - NRCS information. Conservation practice service life is listed in Environmental Quality Incentives Program Conservation Programs Manual, Title 440, Part 515, Subpart N, Section 141. Use the NRCS website "NRCS On-line Directives Management System". http://policy.nrcs.usda.gov/scripts/lpsiis.dll/M/M_440_515_N_141.htm

Cost sharing is not allowed if a written enforcement order has been issued to the landowner to force installation of the BMP.

B. Cost Sharing with a Landowner

The Grantee oversees and documents cost sharing with a Landowner generally as follows:

1. Confers with Landowner about the NPS site problem and solutions to determine if the landowner would agree to install / construct appropriate BMPs at the site.
2. Confers with the Landowner to design the BMP(s) for the NPS site. Designs the proposed BMP. Confirms that the Landowner will agree to install the proposed BMP(s) at the NPS site.
3. The Grantee and the Landowner signs a Cost Sharing Agreement. The Landowner agrees to construct the proposed BMP(s) according to the design specifications; operate and maintain the BMP; and permit Grantee access for inspection. The Grantee agrees to reimburse the Landowner after verification the BMP was installed properly.
4. The Grantee ensures that permits required for construction are secured prior to construction.
5. The Landowner is responsible for installing / constructing BMP(s) at the NPS site according to the design.

6. The Grantee usually provides technical assistance to the Landowner as needed to help ensure the BMP is installed /constructed at the NPS site in accordance with the design.
7. The Grantee inspects the site to determine if the BMP(s) were installed in accordance with the design.
8. If the Grantee finds the BMP(s) installation is acceptable, then the Grantee reimburses the Landowner according to the Cost Sharing Agreement.

Section 7. Operations and Maintenance Provisions

For BMPs implemented as agreed upon in the scope of services of the grant agreement and with funds awarded under the NH 319 Watershed Assistance Grants Program, it is the responsibility of the Grantee to properly operate and maintain those practices for the intended purposes during the life span of the project. The life span of a project is determined by the Grantee, depending on the types of practices being funded, and agreed upon by DES. It is the responsibility of the Grantee to provide DES with an engineering estimate of the design life of the BMP.

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall make sure that any sub-award of Section 319 funds similarly includes the same condition in the sub-award. Additionally, both EPA and DES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring in accordance with the *NHDES Standard Operating Procedures for Post Implementation Assessment and Tracking of Structural Best Management Practices* in Attachment L. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, EPA or DES may request a refund for that practice supported by the grant.

Section 8. Problem Resolution

The NHDES Project Manager is involved in project activities to the extent of reviewing deliverables, progress reports and invoices, attending occasional meetings, and providing advisory support and technical assistance. Grantees are responsible for implementing the Grant Agreement. Problems such as unforeseen loss of staff, prolonged bad weather, equipment breakdown, etc, are not unusual and may affect the Grantee's ability to meet Grant Agreement requirements. In such cases more hands-on interaction between the Grantee and NHDES may be needed to help keep project activities on track. Minor or temporary delays are usually resolved through mutual cooperation between the Grantee and the NHDES Agreement Administrator.

More significant problems may develop where the project work is not progressing satisfactorily. Examples of potentially serious problems / deficiencies include: repeated failure to complete Scope of Work tasks; reports or related documentation repeatedly not submitted or of poor quality; project work changed without notice or not performed according to the Scope of Work; poor budget management, unsubstantiated project costs; etc. If the problem cannot be resolved between the NHDES Project Manager and Grantee, then the Project Manager or the Grantee will request assistance from the NHDES NPS Program Manager.

Section 9. Changes in the Work

Grantees may need to make changes in the project work to respond to various changed conditions.

A. Minor Changes

A grantee is obliged to generally conduct the project or program activities described in the project work plan. Grantees generally have considerable latitude to "do what it takes" to accomplish the objectives of the project. As project work proceeds, the Grantee and/or NHDES Project Manager may determine that it is necessary or appropriate to make changes in the Scope of Work (such as: tasks, deliverables, budget or schedule). Changes in the work must be documented in writing between the Grantee and the NHDES Project Manager and approved by the NHDES NPS Program Manager. Prior to changes in the work, the Grantee should provide a letter to request NHDES acceptance of the changes. NHDES will reply in writing to advise if the changes are accepted or are not accepted.

B. Major Changes

An amendment to the Grant Agreement is required in the following circumstances:

1. There will be a substantial change in the scope and objectives of the project;
2. A change is needed in funding amount in the Grant Agreement "Fund Limitation" amount; or
3. Work will need to be performed after the expiration date of the Grant Agreement.

NHDES will review the request for major changes to determine if they are acceptable and secure approval from EPA, if necessary. An amendment must be signed by the NHDES, the Grantee, and approved by the Governor and Executive Council. An approved amendment to the Grant Agreement is needed prior to implementing the substantial changes in work. See Attachment B for the Grant Agreement Amendment template.

Section 10. Payment Requests

Payments are described in the Contract Price & Method of Payment of the Grant Agreement. Payments are associated with the completion of tasks described in the Scope of Work. Upon verification of task completion (submittal of Deliverables) and submittal of the Payment Request Form, funds are released to the Grantee in accordance with the Payment Schedule.

A. Submitting a Payment Request to NHDES

Grantees requesting payment must complete and submit the Payment Request Form in (Attachment C) to the NHDES Grant Assistant. NHDES will not process a request for payment unless it is on the appropriate Payment Request form.

B. NHDES Review of Payment Requests

1. The Grant Assistant or NHDES Project Manager will:
 - a. Review the Payment Request Form for acceptance within one week of receipt;
 - b. Inform the Grantee if the Payment Request Form is not accepted within one week of receipt.
2. Acceptance criteria. The Grant Assistant will review the Payment Request Form. A Form will be accepted if:
 - a. The appropriate Payment Request form is submitted and all fields are correctly completed;
 - b. The NHDES Project Manager finds the Grantee exhibits adequate compliance and performance according to the terms of the Grant Agreement;
 - c. Progress Reports due to NHDES have been received and accepted; and

- d. The Grantee has submitted sufficient verification that the tasks associated with the payment have been successfully completed.
3. Payment Request - Accepted. The Grant Assistant will sign / date the Payment Request Form indicating acceptance; retain one copy for the project file; and forward the original form to the NHDES Grants Accounting Section. The Grantee can anticipate receipt of the payment from NHDES within 1 month of acceptance.
4. Payment Request - Not Accepted. The Grant Assistant or NHDES Project Manager will inform the Grantee of the reason why the form is not acceptable and advise the grantee as appropriate.

C. Final Payment

Grantees may request the final payment upon submission of the Final Project Report. The Grant Assistant and NHDES Project Manager will accept the final invoice provided the Final Project Report and reports & deliverables required under the Grant Agreement are satisfactory.

Section 10. Non-Federal Match

Grantees are obliged to document non-federal matching funds or services contributed to the project. The amount of non-federal match required is listed in the Grant Agreement under “Contract Price & Method of Payment”. Grantees should have a systematic approach to accumulate and document match as the project proceeds. Grantees must submit documentation of non-federal project match on the NHDES Match Documentation Form (Attachment D) and provide a summary of the project match as part of the Final Project Report.

A. Description

Non-federal Match is the value of funds or services used to conduct the Project that is not covered by the federal funds. Match includes, but is not limited to, contributions of cash or value of services from individuals, organizations, municipalities or non-federal public agencies. Personnel, projects, or services funded with federal monies do not qualify as non-federal match for NPS Grant Agreements.

Funds or services contributed to the project as match must:

1. Be eligible under EPA National 319 Program Guidelines
2. Relate directly to the tasks in the project work plan;
3. Be reasonably valued for the work performed; and
4. Be supported by appropriate documentation.

Match may be cash or the value of “in-kind” non-cash contributions such as charges for equipment used on the project or the value of goods and/or services directly contributed to the project. Volunteer services provided by individuals to the Grantee for project activities and travel costs may be valued as match at rates consistent with rates ordinarily paid by employers for similar work. Activity claimed as match must be performed after effective date of the Grant Agreement and prior to Grant Agreement closeout.

B. Documentation of Non-federal Match

The Grantee must certify in writing that all project match has been documented before closeout of the project. A Grantee should document match information using the Match Documentation Form (Attachment D) as the project proceeds.

C. Examples of Match

Examples of services or items that may be eligible as non-federal match:

1. Cost of construction of approved BMPs (including labor, equipment & materials).
2. Cost or “value per hour” rate, multiplied by the number of hours of work performed to help carry out Scope of Work tasks.
3. In the case of volunteer services, volunteer labor can be valued at the current value of volunteer time based on data from the Bureau for Labor Statistics and available at http://www.independentsector.org/programs/research/volunteer_time.html, or at the current professional rate for services provided.
4. Services need to be a "contribution" to the project that relates *directly* to the application of tasks in the Scope of Work. For example, the value of time spent making a training presentation called for by a Scope of Work task is eligible as match. However, a person receiving service only such as attending a presentation as part of the general audience is not eligible match.
5. Cost of travel. Auto mileage rate cannot exceed the State of New Hampshire Government rate.
6. Cost of office or field equipment rentals, and supplies used for the project.

Section 11. Pollutants Controlled Report

Grantees prepare brief Pollutants Controlled Report (Attachment H) to describe pre- and post-implementation site conditions when grant funds or matching funds are used to pay for implementation of best management practices (BMPs) to reduce sediment and nutrient pollution. These reports must include: a brief description of the BMP design; pre- and post-implementation site photos (in accordance with NHDES Photo Documentation SOP – Attachment J); and an estimate of the pollutant load reduction estimates achieved, the acres of wetlands restored or created, or the length of streambank protected or stream channel stabilized.

The Scope of Work for a BMP implementation project specifies the Pollutant Controlled Report as a project deliverable. Grantees should submit the Pollutant Controlled Report to NHDES within 1 month of completion of the site work.

Section 12. Progress Reports

The Grant Agreement requires Grantees to submit semi-annual progress reports. NHDES uses progress reports to monitor Grantee progress and performance. The Progress Report acts as a snapshot of the work that has been completed to date, work in progress, and work yet to be completed. It is used to verify that NHDES records of payment, match documentation, and task completion match the Grantee’s records. It is also used to verify that projects are progressing in accordance with the Project Schedule. Federal regulations require monitoring Grantee use of federal awards to provide reasonable assurance that the Grantee achieves project goals and administers the grant award in compliance with terms of the Grant Agreement.

A. Preparing a Progress Report

1. The Progress Report should concisely summarize the activities performed to date using the NHDES Semi-Annual Progress Report Form (Attachment G).
2. Grantees must submit progress reports on each June 30th & December 31st of the project period.

B. Submitting a Progress Report to NHDES

1. Progress Reports are to be sent directly to the DES Grant Assistant.

2. Reporting periods:
January 1 through June 30 and July 1 through December 31.
3. Report due dates: Progress reports are due within one month of the reporting period closing date.
4. Progress Reports may be submitted by electronic document (use document software compatible with Microsoft Word).
5. Grantees retain a copy of Progress Reports for their project file.

C. NHDES Review of Progress Reports

1. The Grant Assistant or Project Manager will:
 - a. Review Progress Reports for acceptance and inform the grantee whether the Progress Report is accepted or not accepted within 14 days of receipt.
 - b. If needed, contact the Grantee to discuss questions in report content and/or format and work together to make needed changes as soon as possible;
 - c. If a Grantee fails to submit a progress report by the due date, the Grant Assistant will contact the Grantee to remind them to submit a Progress Report. NHDES will not issue payments unless Progress Report(s) are accepted by the Department.
2. Acceptance Criteria. The Grant Assistant will review the progress report to determine whether the report is acceptable. A Progress Report will be accepted if the report:
 - a. Reasonably describes the work accomplished to date, and
 - b. Is correctly completed.
3. Report - Accepted. When the Grant Assistant determines the progress report is acceptable, they will retain one copy in NHDES electronic file.

The Grant Assistant may accept a Progress Report with *minor* deficiencies following discussion and correction of the deficiencies on the report in a manner mutually acceptable to the Grant Assistant and the Grantee.
4. Report - Not Accepted. The Grant Assistant will inform the Grantee why the report is not acceptable.
5. Payment Hold. NHES will not issue a payment if the Grantee fails to provide Progress Report(s) that are accepted by the Department. Payments can resume once overdue reports are turned in and accepted or problems are addressed in reports that were previously not accepted.
6. Schedule Verification. The Grant Assistant or Project Manager may find that the Progress Report(s) indicate that the project is not proceeding in at the pace necessary to complete the project according to the Scope of Work or there are some other problems. If so, the assigned Project Manager should contact the Grantee to determine why the project is not proceeding as planned and take action to resolve the matter. NHDES may withhold payments if Grantee does not exhibit adequate compliance and performance according to terms of the Grant Agreement.

Section 13. Final Project Report

The Grant Agreement requires the Grantee to submit a Final Project Report to NHDES prior to the project completion date (expiration date). The purpose of a Final Project Report is to document completion of the project and closure of the Grant Agreement.

The Final Report should summarize the work accomplished and outcomes of project. These reports are used as reference sources for providing project information to NHDES, EPA, the public, and other users. The Final Report should provide an easily understood, stand-alone, concise reference source that describes all important activities and outcomes of the project.

The Final Report should include the elements describe in the NHDES *319 Grant Program Final Report Guidelines* (Attachment I). The Grantee should submit one hard copy and an electronic copy of the Final Report to the NHDES Grant Assistant.

Section 14. Closeout of Grant Agreement

NHDES must document closeout of the Grant Agreement when the project ends due to completion or termination. Termination is described in detail in paragraph 12 of the General Provisions of the Grant Agreement. NHDES will review the Final Project Report and information in the project file to verify that the Grantee performed project work in accordance with the terms of the Grant Agreement. NHDES will verify the following:

1. Project tasks in the Scope of Work were implemented;
2. Project Deliverables are acceptable and documented in the project file;
3. Any other reports or documentation required are completed and in the project file; and
4. The Final Project Report is accepted and in the project file.

NHDES Closeout Acknowledgement

NHDES will acknowledge completion of the Grant Agreement by issuance of the final payment in accordance with the Grant Agreement, when NHDES finds the Grantee has exhibited adequate performance and compliance according to terms of the Grant agreement. The project will be marked as “completed” with the date of completion in the NPS Grants Database.

GRANT AGREEMENT

Subject: Insert Project name here

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Insert Grantee Organization name here		1.4 Grantee Address Insert Grantee Organization's Address here	
1.5 Effective Date Upon G&C approval	1.6 Completion Date Month DD, YYYY	1.7 Audit Date N/A	1.8 Grant Limitation \$00,000
1.9 Grant Officer for State Agency Eric Williams, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number 603-271-2358	
1.11 Grantee Signature		1.12 Name & Title of Grantee Signor	
1.13 Acknowledgment: State of New Hampshire, County of _____ On ____ / ____ / ____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: _____ Attorney, On: ____ / ____ / ____			
1.17 Approval by the Governor and Council By: _____ On: ____ / ____ / ____			

2. SCOPE OF WORK. In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by,

or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

Grantee Initials _____

Date _____

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any

person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Grantee Initials _____

Date _____

Exhibit A Scope of Services

The **Insert Grantee Organization Name** shall perform the following tasks as described in the detailed proposal titled **Insert Project Title** Project, submitted by the **Insert Grantee Organization Name**, dated **Month DD, YYYY**:

Insert Project Objectives, Deliverables, and Tasks. Text below is for example only.

Note that **projects involving sub-contracts** must include a Task or Deliverable requiring that the draft RFP/RFQ is reviewed and then approved in writing by the DES project manager.

(Delete this note and sample text before printing.)

Objective 1: By the end of 2008, the construction of the Phase 3: Expansion of the community wastewater system will be complete. The project will replace 13 failed or problem septic systems located on shorefront properties. The project will provide a new collection system to serve the Clark Avenue area and will install additional pretreatment in the community disposal area. The project will improve water quality in Baboosic Lake by removing approximately 30 kg of phosphorus per year.

Deliverable 1A: Completed construction bid documents, selected contractor, and completed pollutant load reduction modeling.

Task 1. Finalize design plan set, and obtain permits and approvals as necessary. Provide copies of final approved plans to DES project leader.

Task 2. Prepare bid and contract documents for selection of construction contractor, and submit to DES for review and written approval prior to advertising.

Task 3. Advertise project and conduct pre-bid meeting.

Task 4. Open bids, and select construction contractor using a competitive process and making reasonable effort to procure services from "Disadvantaged Business Enterprises".

Task 5. Develop a Quality Assurance Project Plan (QAPP) and submit to DES and EPA for approval. The QAPP shall be approved prior to performing pollutant load reduction modeling. Provide model results to DES for review and comment.

Deliverable 1B: Completed construction of Phase 3 community wastewater project.

Task 6. Construct wastewater collection system for the Clark Avenue area as per design plan set.

Task 7. Install septic tanks and STEP treatment systems as per design plan set.

Task 8. Install additional pretreatment processor tank as per design plan set.

Grantee
Initials _____
Date _____

Task 9. Remove pre-existing septic system components and dispose of materials as per applicable regulations.

Task 10. Tie in 13 homes as per design plan set, obtain DES operational approval permit, and start operation of Phase 3 system. Provide DES project leader with As-built plans and copies of DES operational approvals.

Task 11. The Grantee shall submit an Operation and Maintenance (O & M) Plan to document O & M activities including, but not limited to:

- description of O & M activities to be performed on management practices
- schedule of activities to be performed
- responsible parties
- record keeping and retention

Task 12. Submit electronic semi-annual reports documenting all work performed on the project at the end of each June and December of the project period. The semi-annual reports will include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period.

Task 13. Submit a comprehensive final report in both electronic and hard-copy to DES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components, and comply with the DES and EPA requirements found in the final report guidance document on the DES Watershed Assistance Section webpage at www.des.state.nh.us/wmb/was/docs/Final_Report_Guidance_Version1.doc.

Additional Requirements of the Agreement

Quality Assurance

All project activities which are to be guided by a Quality Assurance document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must not begin prior to DES/EPA approval of that QA document. In the event that sampling, modeling, or other such activities precede QA document approval, the data will not be considered valid, and the grantee will forfeit the ability to receive payment for those activities.

Outreach Materials

All materials produced for public distribution shall be reviewed and approved by DES prior to distribution and shall include the DES logo and the following citation: "Funding for this project was provided in part by a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency".

Operations and Maintenance

Management practices implemented as agreed upon in the scope of services of this grant agreement and with grant funds or matching funds under a Section 319 Watershed Grant, shall be properly operated and maintained for the intended purposes during the life span of the project. The life span of a project shall be determined by the Grantee, tailored to the types of practices expected to be funded in this project, and

Grantee

Initials _____

Date _____

agreed upon by DES. The Grantee shall provide DES with an engineering estimate of the design life of the best management practice(s) (BMPs), or in the case of small-scale BMPs which do not have a design life estimation completed by an engineer, the design life of that practice shall be estimated to be ten years.

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall assure that any sub-award of Section 319 funds similarly include the same condition in the sub-award. Additionally, both EPA and DES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, DES may request a refund for that practice supported by the grant.

Grantee
Initials _____
Date _____

Exhibit B
Contract Price and Method of Payment

All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Documentation of match costs (including the value of volunteer labor) shall be provided with each payment request. The final invoice shall include total match cost documentation of **\$00,000.00**. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

Insert payments for above Tasks in this table (delete this note before printing)

Upon completion and DES approval of Task 1	\$0
Upon completion and DES approval of Task 2	\$0
Upon completion and DES approval of Task 3	\$0
Upon completion and DES approval of Task 4	\$0
Upon completion and DES approval of Task 5	\$0
Upon completion and DES approval of Task 6	\$0
Upon completion and DES approval of Task 7	\$0
Upon completion and DES approval of Task 8, and 9	\$0
Upon completion and DES approval of Task 10 through 12	\$0
Total	\$0

Funding is provided through a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency.

Grantee
Initials _____
Date _____

Exhibit C Special Provisions

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, **Performance Partnership** Grant under CFDA # **66.605**. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

I) ***Nondiscrimination.*** The Grantee shall comply with [40 CFR part 7](#) which prohibits discrimination under any program or activity receiving EPA assistance on the basis of race, color, national origin, or gender, and [40 CFR part 12](#) which prohibits discrimination based on handicap.

II) ***Financial management.*** The Grantee shall comply with [40 CFR 30.21](#) and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in [40 CFR 30.27](#); and OMB Circular A-122.

IV) ***Matching funds.*** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in [40 CFR 30.23](#) and OMB Circular A-122.

V) ***Property Management.*** The Grantee shall comply with the property management and procedures detailed in [40 CFR 30.34](#) through [40 CFR 30.37](#) and [OMB Circular A-122](#).

VI) ***Debarment and Suspension.*** The grantee shall comply with [40 CFR 30.13](#). By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Grantee
Initials _____
Date _____

VII) **Procurement.** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 40 CFR 30.40 through 30.47 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

c. Payment to consultants. Grant payments to individual consultants retained by the Contractor (excluding overhead) are limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18). Maximum daily rates may change annually or more often. As of January 1, 2010, the limit is approximately \$598 per day and \$74.75 per hour. This amount does not include transportation and subsistence costs, in accordance with normal travel reimbursement practices. The Contractor may pay consultants more than this amount, but the excess amount shall not be paid with federal grant funds. Contracts with firms for services which are awarded using the procurement requirements in 40 CFR 31.40 through 30.47 are not affected by this limitation.

VIII) **Participation by Disadvantaged Business Enterprises.** The Grantee shall comply with the terms of [40 CFR Part 33 Subpart C](#), which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) **New Restrictions on Lobbying: Interim Final Rule.** The Grantee shall comply with the terms of [40 CFR part 34](#) and [OMB Circular A-87](#) which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.

X) **Drug-Free Workplace.** The Grantee will comply with the terms of [40 CFR Part 36](#) which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum requirements shall be as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other

Grantee
Initials _____
Date _____

negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) *Additional contract provisions.* The Grantee will comply with the following as applicable:

a. Comply with [Executive Order 11246](#) of September 24, 1965, entitled “**Equal Employment Opportunity**,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations ([41 CFR chapter 60](#)). (All construction contracts awarded in excess of \$10,000 by grantees and their subcontractors)

b. Comply with the **Copeland “Anti-Kickback” Act** ([18 U.S.C. 874](#)) as supplemented in Department of Labor regulations ([29 CFR part 3](#)). (All contracts and subcontracts for construction or repair)

c. Comply with Sections 103 and 107 of the **[Contract Work Hours and Safety Standards Act](#)** as supplemented by Department of Labor regulations ([29 CFR part 5](#)). (Construction contracts awarded by grantees and subcontractors in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

d. Comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 [U.S.C.](#) 1857(h)), section 508 of the Clean Water Act (33 [U.S.C.](#) 1368), [Executive Order 11738](#), and Environmental Protection Agency regulations (40 CFR part 15). (Subcontracts in excess of \$100,000)

e. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

XIII) *Federal Funding Accountability and Transparency Act (FFATA).* The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data as required under the FFATA. The Grantee’s DUNS number is _____.

Grantee
Initials _____
Date _____

Insert G&C closing date

His Excellency, Governor John H. Lynch
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Environmental Services to amend an agreement with the Grantee Organization, VC #Insert Vendor Code, Town, State, for the Project name project by extending the completion date to New completion date from Old completion date.
2. Further authorize the Department of Environmental Services to increase the grant limitation by \$ to bring the total grant award from \$ to \$. The original agreement was approved by the Governor and Council on date, G&C Item # number. 100% federal funds.

Funding is available in account account name as follows;

account number \$ - account name

EXPLANATION

This agreement is due to expire on . We are requesting approval of this amendment to the agreement in order to provide the Grantee Organization additional time and funding with which to complete the agreed upon scope of services.

****Insert information specific to the project regarding what the project is intended to do, how much has been completed, reason for amendment etc. (delete this note)****

In the event that federal funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.

Thomas S. Burack, Commissioner

Grantee Initials _____
Date _____

Agreement for Services with the Contractor name

Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this _____ day of month, year, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the contractor name, acting by and through its office, name of officer (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on date of approval, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.6 of the agreement shall be changed from dateto date.
 - (B) The Grant Limitation as set forth in sub-paragraph 1.8 of the agreement shall be changed from \$grant amountto \$grant amount.
 - (C) The Total Match Cost Documentation as set forth in Exhibit B, Paragraph 1 shall be changed from \$match amountto \$match amount.
 - (D) The Contract Price and Method of payment as set forth in Exhibit B shall be changed as follows:

Task Description	Original Payment	Revised Payment	Difference
Upon completion and DES approval of Task 1	\$4,000	\$4,000	\$0.00

Grantee Initials _____

Date _____

Upon completion and DES approval of Task 2	\$4,000	\$6,000	\$2,000
Upon completion and DES approval of Task 3	\$1,000	\$12,000	\$11,000
Upon completion and DES approval of Task 4	\$1,000	\$3,000	\$2,000
Upon completion and DES approval of Task 5	\$1,300	\$2,000	\$700
TOTALS	\$11,300	\$27,000	\$15,700

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Grantee Initials _____

Date

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Grantee Name

By _____
name and office of signee

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the date day of month, year, before the undersigned officer, personally appeared name and office of signee who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: date _____
enter name notary public/JOP, select title

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By _____
Thomas S. Burack, Commissioner

Approved by Attorney General this _____ day of _____, _____

OFFICE OF ATTORNEY GENERAL

By _____

Grantee Initials _____
Date _____

CERTIFICATE OF AUTHORITY

I, enter name, select office of the Grantee Organization, do hereby certify that:

- (1) I am the duly elected select office;
- (2) at the meeting held on Date, the Grantee Organization voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Grantee Organization further authorized the Office of authorized signor to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Name of Signor

IN WITNESS WHEREOF, I have hereunto set my hand as the Office of certifying officer of the Grantee Organization, this date day of month, year.

Name of certifying officer, office (signature above)

STATE OF NEW HAMPSHIRE
County of

On this the date day of month, year, before me Name of Notary Public the undersigned officer, personally appeared name of certifying officer who acknowledged him/herself to be the Office of the Grantee Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Name of Notary Public (signature above)

Commission Expiration Date:
(Seal)

Payment Request, Match and Procurement Documentation

http://des.nh.gov/organization/divisions/water/wmb/was/documents/pay_request_frm_exl.xls

(grantee letter head)

COST SHARING AGREEMENT
between (grantee name) and (owner name)

A. Purpose. (grantee name) will provide technical and cost sharing assistance to (owner name) to install Best Management Practices (BMPs) that will abate nonpoint pollution. This work is needed to help achieve the goals of: **Nonpoint Source Pollution Grant Project - (number, project name).**

NPS Site Description:

Briefly ID the site location and describe the NPS problem

BMPs to be Installed:

Briefly describe the proposed BMPs to be installed to solve the NPS problem.

Provide the "Estimate of allowable cost for the BMP installation"

B. (Grantee name) agrees to:

1. Provide to the Owner design and specifications for the proposed Best Management Practices (BMPs) and an estimate of allowable costs for the BMPs to be constructed / installed under this Agreement. The design and specifications are an attachment to this Agreement. The design meets New Hampshire BMP Guidelines, Natural Resources Conservation Service (Field Office Technical Guide), or other recognized BMP guidance.
2. Reimburse the Owner at a rate of ___ % of the costs to implement the practices in the design and specifications attached, not to exceed \$ _____, after verification the BMP was installed in accordance with the design.
3. Provide technical assistance to help the owner install the BMP in accordance with the design.
4. Provide a brief Operation & Maintenance Plan describing how to operate and maintain the proposed BMPs.

C. (Owner name) agrees to:

1. Construct / install the proposed BMPs as described in the attached design and specifications provided by (grantee name). If the Owner hires a contractor, preference will be given to contractors with staff certified in Erosion Control Practices.
2. If needed, obtain any local, state or federal permits to install / construct BMPs under this Agreement; and comply with such requirements if applicable. Signing this Agreement does not provide permits.
3. Complete all construction /installation work by (date), unless approved in writing by both parties.
4. Provide documentation to (name of grantee) to substantiate the costs (expenses and/or in-kind services) to construct / install the BMP project after completion of the work or as requested.

5. Allow the (name of grantee) access to the site area to inspect the BMP or show the BMP to others at a mutually convenient and pre-arranged time for a period of five years.
6. Operate and maintain the BMP(s) for its intended purpose for the conservation practice (BMP) service life (10 years) according to the Operation & Maintenance Plan provided by (grantee name).

D. Payments

1. The Owner agrees to pay costs for the construction / installation of the BMPs recommended in the design and specifications including payments to contractors and others.
2. The Grantee will reimburse the Owner for the costs of constructing / installing the BMPs at the rate specified in B.2. after certification in writing by the (grantee name) representative that the BMPs were installed according to the design and specifications.

E. Changes

If necessary, the parties may mutually agree to change this Agreement. The Owner will notify (Grantee name), in advance, regarding proposed changes to this Agreement or the BMP design and specifications or cost estimate. Changes to this Agreement must be documented in writing, signed by the parties and attached to this Agreement.

ENDORSEMENTS

The undersigned hereby agree to the terms of this Cost Share Agreement.

(Owner name)

(Grantee name)

Signature

Signature

Name Printed

Name Printed

Date _____

Date _____

Phone #

Phone #

Mailing Address:

Mailing Address:

NOTE: Attach the Design and Specifications for the proposed BMPs to this Agreement.

Semi Annual Progress Report Form

http://des.nh.gov/organization/divisions/water/wmb/was/documents/progress_report_form.dot

Pollutants Controlled Report

http://des.nh.gov/organization/divisions/water/wmb/was/documents/pollutant_control_rpt.pdf

Final Report Guidance

http://des.nh.gov/organization/divisions/water/wmb/was/documents/final_report_guidance.doc

Standard Operating Procedure for Photo Documentation

http://des.nh.gov/organization/divisions/water/wmb/was/documents/photo_doc_sop.pdf

Watershed Assistance Section

Standard Operating Procedure (SOP) For Quality Assurance Project Plan (QAPP) Review and Management for the Section 319 Watershed Assistance Grants and Nonpoint Source Program

July 18, 2007
Updated March 26, 2013

Written by: Jillian McCarthy
Watershed Assistance Section
NH Dept. of Environmental Services

I. Introduction:

Projects that involve the collection, analysis, or manipulation of environmental data require a **Quality Assurance Project Plan (QAPP)**. The purpose of this plan is to identify the type, quantity, and quality of data necessary to provide defensible, measurable results, and to verify project success. Projects that are not directly collecting environmental data or are doing so under a generic program QAPP must complete a **site specific project plan (SSPP) or a QA checklist** in accordance with the respective generic QAPP. It is the responsibility of the Watershed Assistance Section to review, approve, and manage QAPP documents related to Section 319 (Watershed Assistance Grants) projects, prior to final approval by the DES Quality Assurance Manager and/or an EPA Quality Assurance Representative.

The Watershed Assistance Program (Nonpoint Source Program) also develops program QAPPs and generic QAPPs for programs and projects that are not funded through the competitive 319 grant program. All QAPPs generated for or by the Watershed Assistance Section should follow the procedures outlined in this document. It is typically the responsibility of the 319 Program QA Coordinator to review and manage QA documents; however, when the QA Coordinator is not available, WAS staff may be required to review and manage these documents.

II. Purpose:

The purpose of this SOP is to define procedures for reviewing, approving, and managing QAPP documents (both electronic and paper copies) generated for or by the Watershed Assistance Program.

III. Quality Assurance Staff

Name	Title	Contact
Jillian McCarthy	319 Program QA Coordinator	603-271-8475 jmccarthy@des.state.nh.us
Vincent Perelli	DES QA Manager	603-271-8989 vperelli@des.state.nh.us
Bob Minicucci	DES Assistant QA Manager	603-271-2941 rminicucci@des.state.nh.us
Nora Conlon	EPA Quality Assurance Project Plan Coordinator	617-918-8335 conlon.nora@epa.gov
Moira Lataille	EPA Quality Systems Team Leader	617-918-8635 Lataille.Moira@epamail.epa.gov
Erik Beck	EPA Nonpoint Source Program Coordinator	617-918-1606 back.erik@epa.gov

IV. QAPP Formats:

QAPPs received by the Watershed Assistance Section should be submitted electronically in Microsoft Word format, via email or CD. All QAPP documents should be written using the following templates:

1. For projects collecting environmental data: **The R-5 QAPP**
H:\QAPPs\QAPP, SSPP, SAP guidance and templates\Full QAPP Template & Guidance\20101129_QAPP_Template_Full.doc
2. For projects following generic QAPPs the following Site Specific Project Plan (SSPP) or Sampling and Analysis Plan (SAP) should be used:
 - a. *The Generic QAPP for Stream Morphology Projects*
<H:\QAPPs\QAPP, SSPP, SAP guidance and templates\SSPP Template for Geomorphology.doc>
 - b. *The Generic QAPP for Microbial Source Tracking*
<H:\QAPPs\QAPP, SSPP, SAP guidance and templates\SSPP For Microbial Source Tracking Projects.doc>
 - c. *The New Hampshire Section 319 Nonpoint Source Grant Program QAPP*
The Site Specific Project Plans (SSPPs) for Watershed Surveying Projects Watershed Management Planning Projects and the QA Checklist for BMP Implementation Pollutant Load Analysis should be used:
 - i. *Site Specific Project Plan for Watershed Surveying Projects*
<H:\QAPPs\QAPP, SSPP, SAP guidance and templates\SSPP Template for Watershed Surveying.doc>
 - ii. *Site Specific Project Plan for Watershed Management Planning Projects*
<H:\QAPPs\QAPP, SSPP, SAP guidance and templates\SSPP for Watershed Management Planning Projects.doc>
 - iii. *QA Checklist for BMP Implementation Pollutant Load Analysis Projects*
<H:\QAPPs\QAPP, SSPP, SAP guidance and templates\QA Checklist for BMP Implementation Pollutant Load Analysis.doc>
 - d. Other
For projects using generic QAPPs other than those mentioned in a or b above, the Sampling and Analysis Plan (SAP) or Site Specific Project Plan (SSPP) formats should be provided by the assigned DES Project Manager.

V. QAPP Login Procedure:

QAPPs received by the Watershed Assistance Section should be logged in, tracked, and stored according to the following:

1. Watershed Assistance Section QAPP Tracking Spreadsheet
All QAPPs should be logged in to the Watershed Assistance Section QAPP Tracking Spreadsheet located at: <H:\QAPPs\Inventory tables\WAS QAPPs\WAS QAPP Tracking Spreadsheet.xls>
 - a) Locate the worksheet of the current year
 - b) Add rows to the top of the worksheet
 - c) Enter available QAPP information including the title, author, date received, status, and any notes or tracking of correspondence.
 - d) Status column: All projects should be marked as “pending” until final approval notification is received.
 - e) The tracking column should be updated with the date and a note for each action or correspondence.
 - f) Upon receipt of final approval, the tracking column should be updated with the approval notification, the status column should be changed from “pending” to “approved”, and the row should be grayed out.

- g) On January 1st of each year, a new worksheet should be created in the workbook for the current year. The year should be included in the text of the worksheet tab.

2. Project Folders

a. Electronic Records

Each QAPP should have an individual project folder under the QAPP directory on the Watershed Management Bureau's (WMB) network drive (H drive). All Section 319 (Watershed Assistance Grants) projects should be saved under [H:\QAPPs\QAPP docs\319 Grant Projects](#) and then a designated project folder named according to the project or QAPP title. All program QAPPs should be saved under [H:\QAPPs\QAPP docs](#) and then a designated program folder.

Each folder should contain the following sub-folders:

- 1) **draft QAPP** – should contain initial QAPP submittal and all subsequent QAPP drafts, using the following (or similar) naming convention unique to the document to identify the specific project: *Date of QAPP (yyyymmdd)_Name of QAPP*
- 2) **final QAPP** – should contain the final, approved version of the QAPP as well as a scanned version of the signature page, and any approval documentation using the following (or similar) naming convention unique to the document to identify the specific project: *Date of QAPP (yyyymmdd) Name of QAPP Final*
- 3) **correspondence** – should include all pertinent email correspondence, using the following (or similar) naming convention unique to the document to identify the specific project: *Date of Correspondence (yyyymmdd)_First initial. Last name of originator_Name of QAPP*
(example: 20070703_J. McCarthy_Greenland Tributary Monitoring QAPP)

Upon final QAPP/SAP/SSPP approval, the approval letter and associated approval documents should be saved in the final QAPP folder and the draft QAPP and Correspondence folders should be deleted.

b. Paper Records

Up until 2009 each QAPP has an individual project folder, filed by year, in the top drawer of the two-drawer file cabinet located in the WAS QA Coordinators work space. After 2009, paper signature pages for each QAPP, SSPP, and QA checklist are filed by year completed.

Upon final QAPP/SAP/SSPP approval, the approval letter and associated approval documents should be filed in the appropriate paper folder and the draft QAPP and related correspondence can be recycled.

3. WAS NPS Grants Project Database

319 Watershed Assistance Grants project QAPPs should be tracked in the WAS NPS Grants Project Database:

- a. After the Grant Assistant has entered the most recent round of grant projects into the NPS Grants Database, verify that the QAPP box is checked for all projects that require a QAPP, SAP, or SSPP.
- b. Log-in to the NPS Grants Project Database (desktop shortcut)
- c. Use the query function to look up the project for which the QAPP was submitted
- d. If not already flagged, check the "QAPP" box in the upper right hand corner of the record
- e. Update the QAPP fields as appropriate, including QAPP received, To EPA, and Approved, with the corresponding dates
- f. When the QAPP has received final approval, a copy of the final QAPP document should be added as an item to the database:
 - i. Click on the "Reports" button on the bottom of the record
 - ii. Click on the "Items" button on the bottom right of the screen

- iii. Click “Add single item”
- iv. In the “Category pull down” select “QAPP”
- v. Click “Pick file”
- vi. In the “Locate file” window, select the final QAPP document and click “open”
- vii. Click “Process file”
- viii. The “Indexing Status” window will appear, Click “OK”
- ix. Click “Save”
- x. Click “Back to NPS Projects”
- xi. Click “Main Menu”
- xii. Click “Exit Database”

VI. QAPP Review Checklist:

All QAPPs, SAPs, and SSPPs, should be reviewed for completeness in accordance with the checklist below:

1. Full QAPP R-5 Format Checklist: [H:\QAPPs\Review checklists\WAS QAPP checklist \(R-5 format\).xls](H:\QAPPs\Review checklists\WAS QAPP checklist (R-5 format).xls)
2. For all other quality assurance documents that do not have unique review checklists, use the QA document template as a checklist to verify that all required information has been addressed and included for each section.

A paper copy of the checklist should be completed while reviewing the QAPP document. Any required elements listed on the checklist that are not contained in the QAPP should be identified on the checklist with a corresponding comment in the QAPP document.

The QAPP checklist should be filed in the paper QAPP project folder until final QAPP approval, at which point it can be recycled.

VII. QAPP Review Comments

All comments, corrections, and suggested language for the QAPP should be documented using the Track Changes function in Microsoft Word. The document should be saved on the WMB’s network drive (H drive) in the electronic QAPP project file with the following naming convention:

Date of QAPP (yyyymmdd)_Name of QAPP_Name of Reviewer_comments. (example: 20070703_Greenland Tributary Monitoring QAPP_J. McCarthy_comments)

VIII. Transmittal of Review Comments

The QAPP document with review comments, corrections, and suggested language documented in Track Changes should be sent to the QAPP author, via email, as an attachment. The subject line of the email should include the QAPP name, date, and notice of comments. The following example language can be used in the text of the email.

Example language:

To: [enter QAPP author email address]

Subject: [enter date yyyymmdd & QAPP name] Review Comments

Attachment: [attach QAPP document with track changes]

Dear [enter QAPP Author name],

I have reviewed the above named Quality Assurance Project Plan (QAPP) and have included comments, using Track Changes, in the attached draft. Please address these comments and return a revised draft to me at your earliest convenience. If you have any questions, please feel free to contact me.

[enter reviewer name & contact information]

All subsequent QAPP drafts should be saved to the individual QAPP project file according to the same naming convention described in V.2.a. (creating an electronic file), above. It may take several drafts to address all of the comments.

Each draft should be reviewed to verify that the comments were addressed. Each correspondence should be entered into the WAS QAPP tracking spreadsheet.

IX. QAPP Review Chain

The 319 Program QA Coordinator acts as the primary contact between the QAPP Author and the DES QA Manager and EPA Representatives. It is the responsibility of the 319 Program QA Coordinator to forward comments and revised drafts between the QAPP Author and reviewers. Important email correspondence should be saved in the QAPP project folder under correspondence and should be noted in the WAS QAPP tracking spreadsheet. The chain of QAPP review is described below:

1. Initial review by 319 Program QA Coordinator
2. Comments documented and submitted to QAPP author (see section VII and VIII)
3. Revised draft submitted to 319 Program QA Coordinator
4. 319 Program Coordinator submits revised draft to DES QA Manager (or Assistant QA Manager), via email, requesting review of the QAPP document. The email should contain the following:
 - i. QAPP name
 - ii. QAPP author
 - iii. Funding source (typically 319 Program) specify fiscal year, base or restoration funds & amount(s)
 - iv. Specific questions or areas you would like the QA Manager to focus on
 - v. Requested turn-around time (typically 1-2 weeks)
5. 319 Program QA Coordinator receives comments from the DES QA Manager (or Assistant QA Manager) and forwards to QAPP Author.
6. Revised draft, addressing all DES comments is submitted to the 319 Program QAPP Coordinator. ***If the document is a SAP or SSPP under a program or generic QAPP, DES is the final approval authority and steps 7 and 8 can be skipped.***
7. After all DES comments have been addressed, a Request for Review is submitted to Nora Conlon (cc: Erik Beck & Moira Lataille) at EPA via email. The email should include the QAPP and all related documents as attachments as well as the following information:
 - i. the name of the QAPP
 - ii. QAPP author & organization
 - iii. Funding source, fiscal year and amount of funding
8. Nora Conlon assigns a member of the EPA QA Team to be the EPA QA Representative and steps 3-5 are repeated with the EPA QA representative.

X. QAPP Approval

Once all comments from the 319 Program QA Coordinator, DES QA Manager (or Assistant Manager), and EPA QA Representative have been addressed, the EPA QA Representative will notify the 319 Program QA Coordinator and the EPA Nonpoint Source Program Coordinator of final QAPP approval (pending completion of the QAPP signature page). The following is required to complete the QAPP approval process – NOTE: for time sensitive approvals, the signature page can be scanned and emailed:

1. Notify QAPP Author of EPA approval (pending completed signature page) and request that the QAPP Author route a paper copy of the signature page to obtain the signatures of the Project Manager, QA Manager, and any other organization signatures. A scanned copy of the original signature page should be emailed to the 319 Program QA Coordinator.

2. The 319 Program QA Coordinator then prints and routes the signature page to obtain all necessary DES signatures (note: the DES Assistant QA Manager can sign in the QA Manager's absence)
3. The 319 Program QA Coordinator scans and emails a copy of the signature page to the EPA QA Representative to request their signature. (note: this step is only necessary for full QAPPs. If not a full QAPP, the signature page is emailed to the EPA NPS Program Coordinator)
4. The EPA QA Representative signs and forwards the signature page to the EPA Nonpoint Source Program Coordinator for signature.
5. The EPA Nonpoint Source Program Coordinator sends an electronic scanned copy of the completed signature page to the 319 Program QA Coordinator and the QAPP Author. **The date of the EPA Nonpoint Source Program Coordinator's signature is the official QAPP approval date on full QAPPs. The DES QA Manager signature is the final approval on SSPPs.**
6. The final signature page should be scanned into a pdf and filed electronically in the individual QAPP folder on the H drive. The original copy should be filed in the paper file.

XI. Quarterly DES QAPP Inventory Update

Each quarter the DES QA Manager sends out an email reminder to update the DES QAPP inventory with recent pending and approved QAPP from the last quarter. Follow the instructions provided in the email, and update the inventory using the WAS QAPP Tracking Spreadsheet as a reference.

XII. Record Retention and Archive Procedures

All QAPP documents are stored electronically on the WMB's network drive (H drive). The following record retention and archive procedures apply:

1. 319 Watershed Assistance Grants QAPPs/SAPs/SSPPs:
 - a. Record Retention:

Upon final QAPP approval, paper copies of the signature page are stored in the Program QA Coordinator's office space and electronic copies of all documents are stored on the WMB's network drive (H drive). All other QAPP related documents, including correspondence, review checklists, and QAPP drafts can be purged from both paper and electronic files.
 - b. Archive Procedure:

After three (3) years, all paper files can be purged. Electronic files are stored indefinitely on the WMB's network drive (H drive).
2. Program QAPPs and Generic QAPPs:
 - a. Record Retention:

Upon final QAPP approval, electronic copies of the final, approved QAPP, the signature page, and the notice of approval are retained and stored on the WMB's network drive (H drive). All other QAPP related documents, including correspondence, review checklists, and QAPP drafts can be purged from both paper and electronic files.
 - b. Archive Procedure:

All paper and electronic files are stored indefinitely in paper files in the Program QA Coordinator's office space and on the WMB's network drive (H drive), respectively.

NHDES – Watershed Assistance Section

Standard Operating Procedure for Post Implementation Assessment and Tracking of Structural Best Management Practices.

1.0 Overview

In the spring of 2008 the DES Watershed Assistance Section began developing a systematic approach for completing site inspections of Best Management Practices (BMPs) that were implemented as part of Federal EPA 319 Clean Water Act funded projects. Through the spring and summer of 2009, both site inspections and data storage methodologies were refined in order to improve the overall function of these activities. The purpose of this activity is to determine the long term success of BMPs implemented as part of the 319 Grant projects. This collected information is intended to be used to help track the performance, longevity, and operation of existing BMPs, and inform the selection of future BMPs.

2.0 Safety

Site visits to existing BMPs, and those under construction, can involve significant hazards to the investigator. It is recommended that the supervisor and investigator discuss potential hazards before beginning the fieldwork season, and again as necessary prior to any unusual BMP inspections. If there is any doubt as to whether a given activity is safe, the investigator should report the concern to their supervisor and **not** complete that activity. Some safety concerns that may be encountered during the inspection include, but are not limited to:

- General outdoor hazards due to weather, water flow, insects, wildlife, livestock, etc.
- Harmful or hazardous materials such as broken glass, and hypodermic needles.
- Working adjacent to vehicle traffic.
 - High visibility safety vests must be worn when working near vehicle traffic.
- Working near construction equipment/sites.
 - Hard hats must be worn and are available in the WAS storage cabinet.
- Slip or trip hazards such as dam spillways, riprap slopes, etc.
- Confined spaces such as manholes or treatment units.
 - Though you may choose to carefully remove inspection covers, **do not physically enter confined spaces under any circumstances.**

3.0 Planning & Preparation

3.1 Vehicles

The first step that should be taken when planning a BMP site visit is to reserve a vehicle. It is best that this be done several days before the planned visit to ensure vehicle availability. Reserve the Watershed Assistance Section's car using the calendar found on the H drive. If the WAS car is not available, go to <http://intranet/asp/Vehicle/reservations.asp> to reserve a pool car through Administrative Services.

3.2 BMP Site Selection

Site selection should be based upon work that was completed during previous field seasons. Information can be obtained from the BMP section of the NPS database, or the previous years' field books. Ideally, each BMP site will be visited at least once every two years, but priority should be given to sites which: 1) have not been visited to date 2) had a serious issue noted from last season 3) have been visited, but more than one field season has passed since the last visit.

Make sure that the area(s) you are inspecting either are accessible to the public or that you have obtained permission from the landowner prior to the inspection. Site visits should be pre-planned, and scheduled in localized groups whenever possible to minimize travel time and vehicle mileage.

3.3 Files and other paperwork

It is important to review project files and consider taking the hard-copy files along on the site visit. The files will contain important information such as BMP locations and completion dates. Other important documents to bring include final reports, which are found in the 319 Library or within the project file, copies of photos in the electronic folder (if necessary), and previous inspection field sheets. Bring several clean copies of field sheets for each BMP to be visited. It would also be beneficial to briefly review these materials to become familiarized with the site before departure.

3.4 Equipment

Gather the required field equipment, including any special equipment such as waders or hard-hats that may be necessary based on the nature of the project site(s). Sites that involve manhole covers should be scheduled for days when two investigators are available, and additional equipment such as traffic cones and tools to remove the covers will be required.

- | | |
|----------------------------------|---|
| • Cellular phone | • Pens/pencils |
| • Camera | • Notebook |
| • GPS unit | • Business cards |
| • Compass | • Maps/travel directions |
| • Measuring tape | • Weather and work-appropriate clothing |
| • Safety vest(s) | • Any additional specialized equipment as needed. |
| • First aid kit | |
| • Extra batteries (camera & GPS) | |
| • Inspection field sheets | |
| • Project files | |

4.0 On-Site

4.1.1 Field Sheets: general information

Complete the field sheet as accurately as possible. Note that a single project may involve multiple BMPs which will each require a separate field sheet. The investigator should use their best professional judgment to focus on the critical BMP(s), and not incidental work associated with the implementation. For example, there may be plantings, rip rap slopes, or other site work associated

with a dam removal, but this may not justify a separate field sheet for each item. Succinctly document the main BMP type in the appropriate field (swale, catch basin, etc.), and write the corresponding EPA designated number. Some required information can be found in the project file, such as implementation dates. Other information may be unknown at the time of inspection, such as the maintenance due date.

4.1.2 Field Sheets: location information

Carefully record the street address or other location information in sufficient detail to allow the next inspector to easily locate the site. Latitude/longitude coordinates obtained with the GPS unit can be recorded for each BMP and photo-point; however larger sites may use a general, centralized latitude/longitude to represent the location. Coordinates should be recorded in decimal degrees, with datum NAD83.

4.1.3 Field Sheets: BMP assessment

Observe the BMP's overall condition and function in an attempt to determine whether it is performing as designed. Justify the results of this assessment on the field sheet, and determine whether the condition of the BMP warrants follow-up with the responsible party. Sketch the area around the BMP to show the overall layout, and make sure to indicate compass orientation, and any noteworthy problems or changes since the previous visit. Measurements may sometimes be necessary if it seems critical in determining size or scope, and if no measurements are available in the project report. Examples of this could include project details like "150 feet of shoreline stabilization" or define a problem area such as a "5-foot long, by 12-inch wide, by 6-inch deep erosion channel".

4.2 Photo documentation

If the site is being visited for the first time since the BMP implementation, try to designate 1 or 2 photo points per BMP (though this may not always be possible), and record their coordinates using the GPS. Select a fixed permanent benchmark whenever possible, and provide a good description of that point on the field sheet. Also, remember to use a compass to record the bearing, in degrees, to the center of your photograph. Several different photos may be taken from the photo points, although the total number should generally be below 10 whenever possible. Also, it is important to numerically mark the designated photo points on the site sketch, as this will allow any future site inspector to more easily find the location and duplicate the photographs.

If a site is being revisited, try to duplicate the preexisting photos as closely as possible. This will make comparisons easier and trends in quality/function more identifiable. However, if the preexisting photos are of poor quality, come from an excessive number of photo points, and/or do not effectively demonstrate the nature of the BMP, it may be better to pick new photo points and take an entirely new set of photographs.

It is also acceptable to take additional photos from a location other than a designated photo point in order to demonstrate a particular problem or item of interest at the project site. These photos may be designated as "miscellaneous" photos on the field sheet.

5.0 Concluding a site-visit

5.1 Returning vehicles, files, and equipment.

Remember to fill the gas tank, and record the mileage and fuel amount before returning the car. Return the keys to the appropriate location. Return equipment to its storage location, and return project files and final reports to their appropriate locations.

5.2 processing and storing data

Create a new digital subfolder for the site visit in the appropriate project folder. Project folders are sorted by fiscal year, and are located in the Watershed Management Bureau's H-Drive at the following extension: [H:\Watershed Assistance\Grant Agreements](#). The files related to a given day's site visit should be placed in a subfolder following this subfolder convention: project folder\BMP site visits folder\date of visit folder, as shown in this example extension: [..\..\2007 WAG- 2006 WRG projects\R-06-M-02 Manchester Maxwell Pond\BMP Site Visits\04-10-2009](#). Digital photos should be uploaded from the camera, labeled, and entered into the appropriate subfolder. Use the scanner to create a .pdf copy of the field inspection sheet(s), and store this in the new subfolder. There is also a 3-ring site visit binder for visits completed in each calendar year; each binder is divided by watershed. The hard copy of the field sheet(s) should then be put into the appropriate binder.

5.2.1 Entering data into the NPS Database

Investigators must be trained and have Oracle database edit privileges to alter or enter information in the database. The DES supervisor will provide database specific training and assist the investigator with obtaining the required Oracle privileges. The data and photos obtained at the site visit must be entered into the NPS database in a timely manner, and the supervisor should routinely complete random QC checks of the data. When the data has been entered into the database, indicate this by marking the appropriate check-box at the top left corner of the field sheet.

6.0 Follow up

Upon completing the site visit, the investigator may have determined that site conditions require a follow-up action to be completed by those responsible for BMP implementation/maintenance. A common example is the discovery of a catch-basin full of sediment. To complete the follow-up, search the database or project files for the primary project contact or other responsible party's contact information. Attempt to contact via phone and/or e-mail. Explain that DES has been re-visiting project sites that were implemented using 319 grant funds. Also explain that as part of this routine site visit, we noticed that there was a BMP that seemed to require attention and provide the appropriate details relative to what was found. Finally, request that the responsible party rectify the situation. Note the date and method of contact, and any important details of that contact in the NPS database, and on the field sheet. In the event that the responsible party cannot be reached by telephone or e-mail within two attempts, draft and mail a letter detailing the nature of the requested action (see Appendix B).

Appendix A: Field Sheet

Entered into NPS database ☐

Follow-up Required ☐ Completed ☐

BMP INSPECTION FIELD SHEET

NHDES Watershed Management Bureau, Watershed Assistance Section

General

Project Name		Project number	
Date	Time	Investigator(s)	
Multiple BMPs assoc. with project? <input type="checkbox"/> BMP ____ of ____		BMP Type	EPA ID#

Location

Latitude/Longitude (decimal deg.)	Datum	Equipment used
Street and location information		

Condition

Implementation date: _____

Maintenance due date: _____

BMP condition:

☐ New/Excellent ☐ Good ☐ Fair ☐ Poor ☐ Failed/not functioning ☐ Not found

Condition description:

Follow-up Comments:

Photographs

Photo Point ID	Time	Photo Point GPS Reading	Photo Pt. Description & Location	Bearing to Subject	Subject Description

Site map/additional notes:

Appendix B: Example Maintenance Request Letter

****PRINT ON LETTERHEAD****

Insert Date

Contact Name

Organization name

Street Address

City, State, zip code

RE: Action Requested - Maintenance of Best Management Practices installed with the assistance of EPA Section 319 funds

Dear M_____:

Recently, the DES Watershed Assistance Section developed a systematic approach for completing site inspections of Best Management Practices (BMPs) that were implemented as part of Federal EPA 319 Clean Water Act funded projects. The purpose of this activity is to determine the long term success of the Section 319 project BMPs. The collected information is intended to be used to help track the performance, longevity, and maintenance of existing BMPs, and inform the selection of future BMPs.

During the course of a site visit completed on *****insert date*****, DES staff noted that the *****type of BMP(s)***** installed as part of the ******insert project name****** project was *****insert details of BMP deficiency and additional details about the location of the BMP(s) if necessary*****.

We know that your schedule and work load may make it very difficult to complete routine inspections of these devices, and wanted to make you aware of the deficiency as noted above. We request that the situation is rectified as soon as possible to ensure that the BMP is functioning to protect water quality as designed. We also request that you contact us to report completion of your work, and notify us if you have any concerns or problems with the performance of this BMP.

If you would like to further discuss this matter, please feel free to contact me at 603-271-8862 or jeffrey.marcoux@des.nh.gov. Thank you for your continued dedication toward ensuring the long term success of your Section 319 project.

Sincerely,

Jeffrey Marcoux, Watershed Assistance Specialist
DES Watershed Assistance Section